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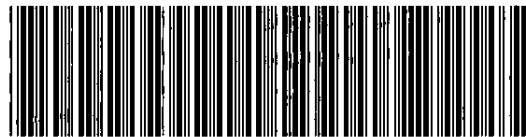
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TALLAHASSEE FLORIDA

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
BUENA VIDA MASTER ASSOCIATION, INC.  
A Florida Not for Profit Corporation  
and Homeowners Association**

Buena Vida Master Association, Inc., on unanimous vote of its Board of Directors and a majority vote of its Members, absorbed Buena Vida East Homeowners Association, Inc, and absorbed Buena Vida West Homeowners Association, Inc., by merger and amends and restates its Articles of Incorporation as follows:

**ARTICLE I  
NAME**

The name of the corporation shall be changed to **BUENA VIDA HOMEOWNERS ASSOCIATION, INC.** ("Association"), whose principal place of business and mailing address is 1961 Via Buena Vida, Wellington, Florida. These Articles of Incorporation shall hereinafter be referred to as the "Articles" and the By-Laws of the Association as the "Bylaws."

**ARTICLE II  
PURPOSE**

The purpose for which the Association is organized is to provide an entity for operating, administering, managing, and maintaining a planned, residential community known as "Buena Vida", in accordance with the "Declaration" (defined in Article 3 below).

**ARTICLE III  
DEFINITIONS**

The terms used in these Articles shall each have the same definition and meaning as those set forth in that certain Declaration of Covenants, Restrictions and Easements for Buena Vida ("Declaration") to be recorded in the Public Records of Palm Beach County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE IV  
POWERS**

The powers of the Association shall include and be governed by the following:

- 4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration or the By-Laws.
- 4.2 Enumeration. The Association shall have all of the powers reasonably necessary to operate the Association pursuant to the Declaration and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:
  - (a) To make and collect Assessments and other charges against Members, as Owners, and to use the proceeds thereof in the exercise of its powers and duties

- (b) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.
  - (c) To maintain, repair, replace, reconstruct, add to, and operate the Association, and other property acquired or leased by the Association.
  - (d) To purchase insurance covering all of the Common Properties, or portions thereof, and insurance for the protection of the Association, its Officers, Directors and Owners.
  - (e) To make and amend reasonable Rules for the maintenance, conservation and use of the Association and for the health, comfort, safety and welfare of the Owners.
  - (f) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the Rules concerning the use of the Association and its property.
  - (g) To contract for the management, operation, administration and maintenance of the Association and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules, maintenance, repair and replacement of the Common Properties with funds as shall be made available by the Association for such purposes. The Association and its officers and Directors shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of Rules and execution of contracts on behalf of the Association.
  - (h) To contract cable television service, telecommunication service and Internet service on a bulk rate basis to Owners.
  - (i) To install, operate, manage, and maintain a food and beverage service operation, including the right to contract for such services with an independent contractor.
  - (g) To employ personnel to perform the services required for the proper operation of the Association.
- 4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the By-Laws.
- 4.4 Distribution of Income: Dissolution. The Association shall make no distribution of income to its Members, Directors or Officers, and upon dissolution, after all debts are paid, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Declaration.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the Bylaws.

## **ARTICLES V**

### **MEMBERS**

- 5.1 Membership. The members of the Association ("Members") shall consist of the Dwelling Unit Owners of the Association from time to time as further described in the Declaration.
- 5.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Dwelling Unit for which that share is held.
- 5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Dwelling Unit, which vote shall be exercised or cast in the manner

provided by the Declaration and By-Laws. Any person or entity owning more than one Dwelling Unit shall be entitled to one vote for each Dwelling Unit owned.

- 5.4 Meetings. The By-Laws shall provide for an annual meeting of Members and may make provision for regular and special meetings of Members other than the annual meeting.

#### **ARTICLE VI** **TERM OF EXISTENCE**

The Association shall have perpetual existence.

#### **ARTICLE VII** **INCORPORATORS**

The names and addresses of the incorporators of the original Association are as follows:

<b><u>NAME:</u></b>	<b><u>ADDRESS:</u></b>
Al Kamins	1961 Via Buena Vida, Wellington, Florida 33411
Jules Nettis	1961 Via Buena Vida, Wellington, Florida 33411
Serena Burke	1961 Via Buena Vida, Wellington, Florida 33411

#### **ARTICLE VIII** **OFFICERS**

Subject to the direction of the "Board," described in Article 9 below, the affairs of the Association shall be administered by the Officers holding the offices designated in the By-Laws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The By-Laws may provide for the removal from office of Officers, for filling vacancies and for the duties of the Officers. The names of the officers who presently serve and shall serve until their successors are chosen as set forth in the By-Laws are:

<b>AL KAMINS</b>	<b>PRESIDENT</b>
<b>JULES NETTIS</b>	<b>TREASURER</b>
<b>SERENA BURKE</b>	<b>SECRETARY</b>

#### **ARTICLE IX** **DIRECTORS**

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as the "Board of Directors" or "Board") consisting of the number of Directors determined in the manner provided by the By-Laws, but which shall consist of not less than five (5) Directors nor more than nine (9) Directors.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board,

its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required as provided in the Declaration.

- 9.3 Election: Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.
- 9.4 First Directors. The names of the members of the first Board who shall serve the remainder of this year as Buena Vida Master Association Board of Directors and shall hold office until their successors are elected at the next annual meeting to be held in January 2012 (noted below) and have qualified, as provided in the By-Laws are as follows:

Al Kamins  
Jules Nettis  
Serena Burke  
Irwin Sater

Bob Rode  
William Schwartz  
Eliot Golub

## **ARTICLE X**

### **INDEMNIFICATION**

- 10.1 Indemnity. The Association shall indemnify, defend and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer, or agent of the Association, against reasonable expenses (including reasonable attorneys' fees and costs at all tribunal levels), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Association shall have no duty to indemnify any party described herein, for any settlement entered, unless the party has received Association approval for the settlement entered.
- 10.2 Expenses. To the extent that a Director, Officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any

action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including reasonable attorneys' fees and costs at all trial and appellate levels) actually and reasonably incurred by him in connection therewith.

- 10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding provided that the affected Director, Officer, employee or agent agrees to repay such amount advanced by the Association, should it be ultimately determined that he is not entitled to be indemnified by the Association as authorized in this Article 10.
- 10.4 Miscellaneous. The indemnification provided by this Article 10 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent of the Association and shall inure to the benefit of the heirs and personal representatives of such person.
- 10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and insured by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article 10.
- 10.6 Amendment. Notwithstanding anything to the contrary stated herein, the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

#### **ARTICLE XI** **BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board and may be altered, amended, or rescinded in the manner provided for in the By-Laws and the Declaration. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

**ARTICLE XII**  
**AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

- 12.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the proposed amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:
- (a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66 2/3% of the entire Board; or
  - (b) by not less than 80% of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained; or
  - (c) by not less than 100% of the entire Board.
- 12.3 Limitation. No amendment shall make changes (i) in the qualifications for membership, (ii) in the voting rights or property rights of Members, or (iii) in any manner to Sections 4.3, 4.4 or 4.5 hereof, without the approval in writing of all Members and the joinder of all Institutional Mortgagees. No amendment shall be made that is in conflict with the Declaration or the By-Laws.
- 12.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law.

**ARTICLE XIII**  
**PRINCIPAL ADDRESS OF ASSOCIATION**

The principal office of this corporation shall be at 1961 Via Buena Vida, Wellington, Florida, or such other place as may subsequently be designated by the Board.

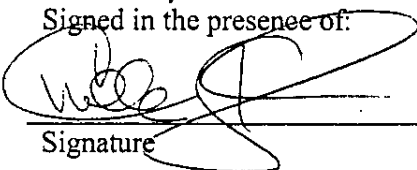
**ARTICLE XIV**  
**CONVEYANCE**

The Association shall accept any and all deeds and other instruments conveying real or personal property delivered to the Association by Declarant as provided in the Declaration.

**ARTICLE XV**  
**REGISTERED AGENT**

The registered agent of the Association shall be BROUGH, CHADROW & LEVINE, P.A., 1900 NORTH COMMERCE PKWY, WESTON FL 33326 US

Signed in the presence of:

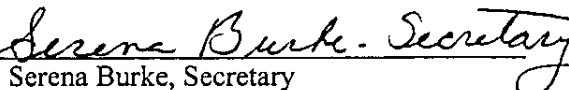
  
Signature

Chelle Koryt  
Print Name

Association:

Buena Vida Homeowners Association, Inc.  
A Florida Not for Profit Corporation

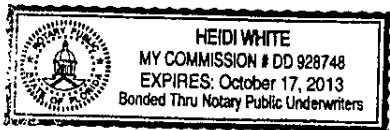
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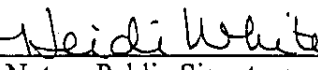
  
Serena Burke, Secretary

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

The Foregoing instrument was acknowledged before me this 3<sup>RD</sup> day of November, 2011, by Serena Burke, as Secretary of Buena Vida Homeowners Association, Inc. He is personally known to me ~~or has produced~~ \_\_\_\_\_ as ~~identification~~ and did not take an oath.



  
Notary Public Signature

Heidi White  
Print Name

My Commission Expires 10/17/13